

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED  
(A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA)**

**BIDDING DOCUMENT  
FOR THE WORK OF**

**Name of work:   APSPCL – CSR – Supply of 75 WATT LED Street Lights  
to Ongole Municipal Corporation.**

**TWO PART BID**  
**TENDER SPECIFICATION**

**NOTICE INVITING TENDERS (NIT) NO.APSPCL-e-C- 22/2021-22/  
SE/Civil/APSPCL, Dt. 27.10.2021**

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED**  
**TENDER NOTICE**

**Tender Notice No. APSPCL-e-C- 22/2021-22/ SE/Civil/APSPCL, Dt. 27.10.2021**

1.	Department Name	<b>Andhra Pradesh Solar Power Corporation Private Limited (A J V Company Of Govt. Of Andhra Pradesh And Govt. Of India)</b>
2.	Circle/Division Name	Superintending Engineer / Civil / APSPCL / Tadepalli
3.	Tender Notice No.	<b><u>APSPCL-e-C- 22/2021-22/ SE/Civil/APSPCL, Dt. 27.10.2021</u></b>
4.	Name of Work	APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.
5.	Estimated Contract Value (Approximately)	<b>Rs. 64,52,000.00 (Rupees Sixty Four Lakh Fifty Two Thousand Only)</b>
6.	Period of Contract	2 Months
7.	Form of Contract	L.S
8.	Tender Type	Open
9.	Tender Category	Supply
10.	Transaction Fee Payable to MD/APTS payable at Vijayawada (including GST)	<b>Rs. 2,285/- (Rupees Two Thousand Two Hundred and Eighty Five Only)</b>
11.	Bid Security (EMD)	<b>Rs. 65,000/- (Rupees Sixty Five Thousand Only)</b>
12.	Bid Security Payable to	By way of online payment (or) BG drawn on any nationalized/Scheduled banks in favour of Managing Director/APSPCL/Tadepalli. The validity of B.G. should be for minimum period of 6 months.
13.	Process Fee	Not Applicable
14.	Schedule Available Date & Time	<b>28.10.2021, 5.00 P.M.</b>
15.	Schedule Closing Date & Time	<b>25.11.2021, 4.00 P.M.</b>
16.	Bid Submission closing Date & time	<b>25.11.2021, 5.00 P.M</b>
17.	Bid Submission	<b><u>Online</u></b>
18.	Bid Validity	180 days from the date of opening of the Bid
19.	Pre Bid Meeting	Not Applicable
20.	Pre Qualification/ Technical Bid Opening Date (Qualification and Eligibility Stage)	<b>26.11.2021, 3.00 P.M.</b>
21.	Price Bid Opening Date & Time	<b>30.11.2021, 3.00 P.M.</b>

22.	Eligibility Criteria	<p><b><u>1. Registration</u></b></p> <p>(i) The bidder should be registered as Contractor with an eligibility to participate in tenders of value Rs. 50.00 Lakh or above in any State/Central Govt. or any State/Central PSU etc. (or) The firm should be Original Equipment Manufacturer / Authorized Dealer / Authorized Suppliers of Original Equipment Manufacturer</p> <p>(ii) Registration under process shall not be accepted.</p>
		<p><b><u>2. Experience</u></b></p> <p>(i) The bidder should have experience in execution of similar works as a prime contractor of value not less than <b>Rs.32.50 Lakh</b> in any one financial year from <b>2016-17 to 2021-22</b> in State/Central Govt./ State or Central PSU etc., The works under execution shall not be considered.</p> <p>(ii) The bidder should have supplied <b>1080 Nos</b> LED Street Lights of any wattage in any one financial year from <b>2016-17 to 2021-22</b> in State/Central Govt./State or Central PSU etc.,</p> <p>(iii) The tenderer should upload only attested experience certificates in respect of executed works. The experience certificates shall be counter signed by the next higher authority.</p> <p>(iv)The experience certificates in respect of value and quantities should clearly indicate financial year wise break up for value of work done, quantities executed etc.,</p> <p>(v) No weight age will be given on previous experience</p> <p>(iv) No other clauses and sub clauses/conditions of G.O. Ms.No. 94, Dt.01.07.2003 is applicable for calculating eligibility criteria other than the prescribed in eligibility criteria.</p>
		<p><b>3. Solvency:</b></p> <p><b>Liquid asset/credit facilities/Solvency certificate</b> (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or scheduled bank of value not less than <b>Rs.65.00 Lakh</b></p> <p><b>4. Turnover:</b> The bidder should have the total turnover of value not less than <b>Rs.1.94 Cr</b> during the last three preceding financial years i.e., <b>2018-19 to 2020-21</b> put together</p> <p><b>5. GST Registration:</b> The bidder has to furnish the GST Registration.</p> <p><b>6. IT Returns:</b> The bidder has to furnish the latest Income Tax returns.</p>

		<b>7. General Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.</b>
23.	Place of Opening of Tenders	In the chambers of Superintending Engineer/Civil/ APSPCL, Flat no: 501, 5th Floor, Garuda Enclave, beside TG Plaza, Tadepalli, Guntur-522501.
24.	Officer Inviting Bids	Superintending Engineer/Civil/APSPCL/Tadepalli.
25.	Address & Contact Details	Superintending Engineer/Civil/ APSPCL, Flat no: 501, 5th Floor, Garuda Enclave, beside TG Plaza, Tadepalli, Guntur-522501. Phone: +91-9848113328, +91-9440567940. E-Mail: <a href="mailto:apspcl.secivil@gmail.com">apspcl.secivil@gmail.com</a>
26.	Procedure for bid submission	<p>a) The tender should be in the prescribed forms which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the 'e' procurement market-place <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> Those contractors who register themselves in the 'e' procurement market place can download the tender schedules at free of cost. The bidders shall authenticate the bid with his digital certificate for submitting the bid electronically on 'e' procurement platform <b>and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform</b> following the G.O.Ms.No.6, I.T&amp;C Department, dated. 28-02-05.</p>
		<p>b) Intending bidders can contact office of the Superintending Engineer/ Civil/APSPCL/Tadepalli/ Guntur – 522501 for any clarification/information on any working day during working hours</p> <p>c) The bidders who are desirous of participating in e-procurement shall submit their bids etc., in the standard formats prescribed in the tender documents, displayed at "e" market place. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity</p> <p>d) The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform.</p> <p>e) The Department shall carry out the bid evaluation solely based on the uploaded documents, BG/online payment towards EMD in the e-procurement system.</p> <p>f) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI.</p> <p>h) The successful bidder shall invariably furnish the original BG towards EMD, Certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before stipulated time</p>

		<p>given to him either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, certificates/documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuineness of all certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.</p> <p>i) If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.</p>
		<p>The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger /recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.</p>
27.	Statutory Requirements	<p>The tenderer shall fulfill the following statutory requirements.</p> <p><b>a) GST</b> The tenderer should have GST registration in the state of Andhra Pradesh from concerned department. The rates quoted shall be exclusive of GST. Applicable GST as on date will be paid against submission of GST invoice.</p>
28.	Other Payments to be made	<p>Apart from the Bid Security (EMD) the tenderer shall be liable to pay the following amounts:</p> <p><b>a) Transaction Fee:</b> The participating bidders have to pay transaction fee of 0.03% (subjected to a maximum of Rs. 10,000.00) on estimated contract value of work with GST @ 18% i.e., <b>Rs. 2,285/- (Rupees Two Thousand Two Hundred and Eighty Five Only)</b> in favour of MD/APTS payable at Vijayawada at the time of bid submission electronically.</p> <p><b>b) Corpus Fund:</b> Successful bidder has to pay Corpus fund @ 0.04% (subjected to a maximum of Rs. 10,000.00 for works with ECV/QV up to Rs 50.00 Crores and Rs 25,000.00 for works with ECV/QV more than Rs 50.00 Crores) through Online payment in favour of Managing Director, APTS, Vijayawada towards corpus fund at the time of concluding agreement.</p>
29.	Documents to be submitted to the Tender inviting authority.	<p>All the bidders shall upload the scanned copies of the following documents on e-procurement system:</p> <ol style="list-style-type: none"> <li>1) BG/Online payment for EMD amount - This will be the primary requirement to consider the bid responsive. - Mandatory.</li> <li>2) Contractor registration certificate (or) OEM Manufacture /</li> </ol>

		<p>Authorized Dealer / Authorized Suppliers Proof – Mandatory.</p> <p>3) Experience certificates of works for value within the block period – Mandatory.</p> <p>4) Experience certificates in support of quantities executed with in the block period – Mandatory.</p> <p>5) Solvency certificate – Mandatory.</p> <p>6) Annual turnover certificate – Mandatory.</p> <p>7) GST Registration – Mandatory.</p> <p>8) IT Returns – Mandatory.</p> <p><b>Note:</b></p> <p>1) The tenderer is liable to be disqualified, if he is found to have mislead or furnished false information in the forms/ Statements/Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in supply, litigation history, financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc.</p>
30	Other relevant information	<p>1. APSPCL reserves the right to reject any or all the tenders without assigning any reasons thereof.</p> <p>2. APSPCL reserves the right to amend or modify the tender and its conditions before <b>22.11.2021, 4.00 P.M.</b> (The details will be updated in APSPCL web site)</p> <p>3. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.</p> <p>4. The contractors have to upload the information preferably in Zip format.</p> <p>5. The contractors should upload the documents duly signing each and every paper.</p> <p>For all clarifications &amp; guidance, the bidders may contact the office of Superintending Engineer/Civil/ APSPCL/Tadepalli/ Guntur – 522 501.</p>

**Sd/-**  
**SUPERINTENDING ENGINEER/CIVIL**

To  
The Bidders through paper notification/web publication.

**Copy submitted to:**

The Chairman & Managing Director/APSPCL for favour of perusal.

**Copy to:**

- 1) Notice Board.
- 2) The Chief Executive Officer/APSPCL for information
- 3) The Dy.C.C.A./APSPCL/Tadepalli for information.
- 4) The Deputy Executive Engineer/Civil/APSPCL/N.P.Kunta for information.
- 5) The Deputy Executive Engineer/Elec/APSPCL/Kurnool for information.
- 6) The Deputy Executive Engineer/Civil/APSPCL/Kadapa for information.
- 7) The Deputy Executive Engineer/Civil/APSPCL/Ongole for information.

## PRE-QUALIFICATION BID

Name of work: **APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.**

1. The work of “**APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.**” is to be executed under this contract and to complete strictly as per the programme given in the specification. No extension of time beyond contract period stipulated in the specification can be given under this contract except for reasons contributing to the delay for which the contractor is not responsible.

2. **Registration:**

The bidder should be registered as Contractor with an eligibility to participate in tenders of value Rs. 50.00 Lakh or above in any State/Central Govt. or any State/Central PSU etc. (or) The firm should be Original Equipment Manufacturer / Authorized Dealers / Authorized Suppliers of Original Equipment Manufacturers.

3. **Technical Requirement:**

1. Work Experience:

(i) The bidder should have experience in execution of similar works as a prime contractor of value not less than **Rs.32.50 Lakh** in any one financial year from **2016-17 to 2021-22** in State/Central Govt./ State or Central PSU etc., The works under execution shall not be considered.

(ii) The bidder should have supplied **1080 Nos** LED Street Lights of any wattage in any one financial year from **2016-17 to 2021-22** in State/Central Govt./State or Central PSU etc.,

(iii) No other clauses and sub clauses/conditions of G.O. Ms.No. 94, Dt.01.07.2003 is applicable for calculating eligibility criteria other than the prescribed in eligibility criteria.

(iv) The tenderer should upload only attested experience certificates in respect of executed works. The experience certificates shall be counter signed by the next higher authority.

4. **Financial Requirement:**

**EMD:** The bidder shall pay EMD amount of **Rs. 65,000/- (Rupees Sixty Five Thousand Only)** By way of online payment (or) BG drawn on any nationalized/Scheduled banks in favour of Managing Director/APSPCL/Tadepalli. The validity of B.G. should be for minimum period of 6 months.

**Liquid asset/credit facilities/Solvency certificate** (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or scheduled bank of value not less than **Rs. 65.00 Lakh.**

**Turnover:** The bidder should have the total turnover of value not less than **Rs.1.94 Cr** during the last three preceding financial years i.e., **2018-19 to 2020-21** put together.

5. **Statutory Requirement:** The bidder has to furnish the GST Registration certificate and IT returns.
6. **General Terms & Conditions:**  
*To qualify for consideration of award of contract each tenderer should fulfill the following criteria.*
  - i) The details and certificates are to be furnished as per NIT and tender specification.
  - ii) The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements.
  - iii) Even while execution of supply, if found that the contractor had produced false/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD and all the amounts due to him.
  - iv) Time is the essence of the contract. Those bidders who can complete the supply within Specified time period only participate in tender for the subject work.
7. **APSPCL does not entertain any request for advance payment for the work**
8. In opening the tenders, the Part-I i.e., Pre-qualification Bid will be opened first. Only those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications etc., will qualify for opening of Part-II i.e., Price Bid. **In this regard, the decision of APSPCL is final.**
9. The percentage on ECV quoted by the tenderer in Part -II i.e., Price Bid shall be firm till the completion of work.
10. Part -II i.e., Price Bid, in respect of qualified tenderers only will be opened on the dates notified.
11. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG/online payment towards EMD in the e-procurement system and open the price bids of the responsive bidders.** The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI. In respect of construction equipment available with contractor, he must indicate which of the available equipment he proposes to mobilize for the work. The details of the ownership of equipment are also to be furnished in Pre-qualification Bid. Statements that the contractor will hire the equipment from other agencies after award of work will not be entertained and such tenders are liable to be rejected.



**TENDER FORM**

**To  
The Managing Director,  
APSPCL, Tadepalli,  
Guntur – 522 501.**

**Sir,**

I/We do declare the following

- 1) Our firm is not a 'blacklisted firm' in any department during the period of last three years for subject materials.
- 2) Our Firm not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and our registration had not been cancelled for a similar default in two consecutive years.
- 3) We agree to get disqualified ourselves for any wrong declaration in respect of the above and get our tender summarily rejected.
- 4) The soft copies uploaded by us are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from cancelling the materials duly forfeiting the bid security, criminal action can be initiated including suspension of business and/ or black listing.

Yours faithfully,

**Authorised Signatory with Stamp &  
Sign**

## DETAILED TENDER NOTICE

1. Tenders in two part for the work of "*APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.*" Should be in the prescribed form which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the 'e' procurement market-place [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). Those contractors who register themselves in the 'e' procurement market place can download the tender schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e- procurement platform **and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform** following the G.O.Ms.No.6, I.T&C Department, dated. 28.02.2005.

The intending bidders can download tender specification and submit their tenders online at e-procurement market place viz., [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). **The tender forms can be downloaded up to 4.00 PM on 25.11.2021. Bids can be submitted up to 5.00 PM on 25.11.2021 as per NIT.**

The Pre-qualification Bids will be opened through e-procurement platform by the **Superintending Engineer/Civil/APSPCL/Tadepalli on 26.11.2021 from 3.00 P.M onwards as per NIT** in his chambers at the address Flat No: 501, 5<sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (V & M), Guntur Distric,- 522501 and the Price Bids will be opened **on 30.11.2021 from 3.00 P.M onwards**. If the tender opening day happens to be a holiday the tenders will be opened at the same timings mentioned above on the next working day. The tenderers or their authorized agents are expected to be present at the time of opening of tenders.

Intending bidders can contact office of the *Superintending Engineer/Civil/APSPCL/Guntur* for any clarification/ information on any working day during working hours

The bidders who are desirous of participating in e- procurement shall submit their Technical bid/Price bid etc., in the standard formats prescribed in the tender documents, displayed at "e" market place [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should load scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.**

The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform.

The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.

The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI.

The successful bidder shall invariably furnish the original BG towards EMD, Certificates documents of the uploaded scanned copies to the Tender Inviting Authority before issue of LOI either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, certificates/documents from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the BG towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.

If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.

The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme of the deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

**2. The bidder shall fulfill the following statutory requirements.**

**a) Income tax Clearance Certificate:**

**The contractor shall furnish their copy of permanent Account Number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.**

**b) Goods and Services Tax:**

The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department. Applicable GST as on date is 12% of total value of the contract. The rates quoted shall be exclusive of GST.

**3. All the bidders shall invariably upload the scanned copies of the following documents on e-procurement system.**

- i) BG/Online payment for EMD amount - This will be the primary requirement to consider the bid responsive. – Mandatory.
- ii) Contractor registration certificate (or) OEM Manufacture / Authorized Dealer / Authorized Supplier Certificate – Mandatory.
- iii) Experience certificates of works for value within the block period – Mandatory.
- iv) Experience certificates in support of quantities executed with in the block period – Mandatory.
- v) Solvency certificate – Mandatory.
- vi) Annual turnover certificate – Mandatory.
- vii) GST Registration – Mandatory.
- viii) IT Returns – Mandatory.

Bid evaluation of the tenders would be done based on the certificates/ documents uploaded towards qualification criteria furnished by him/them.

In case of proprietary or partnership firm, it will be necessary to produce the certificates afore mentioned for the proprietor or proprietors and for each of the partners, as the case may be.

**4. Earnest Money Deposit:**

Each bidder must pay Bid Security i.e., Earnest Money Deposit of **Rs.65,000/- (Rupees Sixty Five Thousand Only)** while submitting their bids. The EMD shall be paid by way of online payment/ BG drawn on any nationalized bank/Scheduled bank in favour of Managing Director/APSPCL and payable at Vijayawada.

- i. The Earnest Money Deposit will be refunded to the unsuccessful tenderer after intimation of the rejection of the tender or at the expiration of 180 days from the date of tender whichever is earlier.
- ii. The Earnest Money will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- iii. Tenderers are not permitted to withdraw their or his offer once made for a period of 180 days after the opening of the tenders and in the event of such tenderers withdrawing their tenders' within 180 days after opening of tenders, the Earnest Money deposited by him/them will be forfeited by the APSPCL

**5. The Superintending Engineer/Civil/APSPCL** or other sanctioning authority reserves the right to reject any tender in full or part or all the tenders without assigning any reason there for. The quoted percentage shall be binding on the tenderer even if the **Superintending Engineer/Civil/APSPCL** awards part of the work.

## **SECTION - I**

### **SUPPLEMENTAL CONDITIONS TO THE PRELIMINARY SPECIFICATIONS TO THE APSS**

- Not applicable for purchasing of materials.

## **SECTION - II**

### **SITE CONDITIONS**

- Not applicable for purchasing of materials.

## **SECTION – III**

### **RULES FOR PROVISION OF HEALTH AND SANITARY ARRANGEMENTS TO WORKERS**

- Not applicable for purchasing of materials.

### **TENDERER'S AND CONTRACTOR'S CERTIFICATE**

- a) We expressly state that we will be bound by the conditions of PS to APSS and that the contract shall be deemed to be concluded on the receipt of letter of acceptance. If thereafter we do not sign the contract or otherwise commit default, the APSPCL will be at liberty to forfeit the earnest money and recover damages in accordance with law.
- b) We hereby declare that we have perused in detail and examined closely in the APSS all clauses of preliminary specifications and have either examined all the standard specifications for items for which we tender, before we submit such tender and we agree to be bound by and comply with all such specifications for all agreements which we shall execute in the APSPCL. We have signed here below in acknowledgement thereof.
- c) We certify that we have inspected the location of the supply place before quoting our percentage, we have also inspected the source of materials and network of roads and satisfied ourselves about the quality, availability and transport facilities for required materials through the net work of available roads and path-ways, required for the work and verified the correctness of the leads statement.
- d) We are prepared to furnish detailed data in support of all our quoted percentage, when called upon to do so without any reservations.

#### **Signature of Tenderer/contractor**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Company : \_\_\_\_\_

Date : \_\_\_\_\_

**Seal of Company**

## **GENERAL CONDITIONS OF CONTRACT**

### **SECTION - I**

1. The following terms and expressions used herein shall have the meaning as indicated therein:

Manufacturer/Supplier/Vendors/Contrcator: shall mean the individual firm or company whether incorporated or otherwise in whose name this purchase order/Agreement is addressed and shall include its permitted assigns and successors.

Purchaser/Corporation: shall mean Andhra Pradesh Solar Power Corporation Pvt., Limited a company incorporated in India under Companies Act 1956, having its Registered Office at Vidyut Soudha, Gunadala, Vijayawada – 520004 (AP)

2. **Reference:**

This purchase order / Agreement number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with this purchase order/Agreement.

3. **Addition/ Alterations/ Modifications:**

The Corporation reserves the right to make additions/ alterations/ modifications to the quantity of items in the purchase order/Agreement. The supplier shall supply such quantities also at the same rate as originally agreed to and incorporated in the purchase order/Agreement. The variation shall, however, be limited to  $\pm 20\%$  of the ordered quantity.

4. **Waiver:**

Any waiver by the authority at their option of any breach of the terms and conditions of the purchase order / Agreement shall not constitute any right for claiming subsequent waiver of any other terms or conditions.

5. **Sub-letting and Assignment:**

The supplier shall not, without prior consent in writing of the Corporation, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

6. **Supplier's Liability:**

Supplier shall accepts full responsibility and indemnify the Corporation and shall hold the Corporation harmless from all acts of omission and commission on the part of the supplier, his agents, his sub manufacturers / suppliers and employees in execution of the purchase order/Agreement. The supplier shall agree to defend and undertake to indemnify the Corporation and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the materials under the purchase order/Agreement.

7. **Access to supplier's Premises:**

The Corporation and/or its authorized representative shall be provided access to main manufacturers/suppliers' and/or his sub-manufacturers'/suppliers' premises, at any time during the pendency of the purchase order/Agreement, for expediting the supplies, inspection, checking etc.

**8. Modifications:**

The purchase order/Agreement constitutes an entire agreement between the parties hereto. Any modification to the order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

**9. Packing and Marking:**

All materials shall be securely packed to the requirements of transportation by Rail/ Road. All exposed parts/connections/protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words 'handle with care'. The packing requirements of Rail/ Road transport shall be complied with so as to obtain clear Railway Receipt/Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consignor, Consignee, Purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English atleast at two places. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

**10. Dispatch of Materials:**

The supplier is responsible for the safe delivery of the materials in good condition at destination stores. The supplier should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit. After packing, the materials shall be dispatched strictly as per the provision of purchase order/Agreement. The supplier shall communicate immediately the dispatch details to the consignee as specified in the purchase order/Agreement. The Original dispatch documents shall be forwarded immediately, failing which the supplier shall be responsible for any delay in payment and consequential payments of demurrage and wharfage to the transporter.

**11. Acceptance of order:**

The Purchase Orders/Agreement shall be sent to supplier in duplicate and he shall return one copy along with enclosures, duly signed and stamped, within 15 days in token of having received and accepted the order.

**12. Jurisdiction:**

All and any disputes or difference arising out of or touching the order shall be decided only by the Courts or Tribunals situated in Vijayawada/ Secunderabad / Hyderabad. For the purpose of any legal obstruction, the material, spares etc., should be deemed to pass into company's owner ship only at the destination stores where they are delivered and accepted.

**13. ARBITRATION**

All or any disputes or differences arising out of or touching the order based on this specification shall be decided by a panel of arbitrators as detailed below and as per arbitration act No.1 of 1990 to the Arbitration Act 1940 amended vide G.O.No.7 dt.19-05-1990.



<b>Value of claim</b>	<b>Panel of Arbitrators</b>
Disputes involving amounts up to Rs. 10,000/- and below.	Superintending Engineer of the APGENCO other than the circle to which the disputes relate.
Disputes involving amount from Rs. 10,000/- to Rs. 50,000/-	Any Chief Engineer of the APGENCO other than concerned Chief Engineer.

There shall not be any reference of disputes, the value of which is above Rs.50,000/- to arbitration. The parties shall approach Courts or Tribunals situated in Vijayawada. For the purpose of any legal obstruction, the material, spares etc., should be deemed to pass into company's owner ship only at the destination stores where they are delivered and accepted.

## **SECTION - II – FINANCIAL**

- 14. Prices:** Price (s) mentioned in the purchase order/Agreement shall be FIRM and not subject to escalation on any account, till the order is executed in full and it's subsequent amendments accepted by the supplier even though the completion/execution of order may take longer time than delivery period incorporated and accepted in purchase order/Agreement.

**15. TAXES, DUTIES, TOLLS:**

The contractor shall, unless otherwise specially stated in the tender notice and subsequently on this basis in the contract, be responsible for the payment wherever payable of all import duties, octroi duties, etc. on all materials and articles that he may use.

All taxes, duties, Turnover etc, except GST payable to the Govt./Quasi Govt. Bodies at the rates as on the date of opening of tender are deemed to be included in the quoted prices. **The applicable GST as on date will be paid extra on submission of GST invoice. The payment of GST is the responsibility of the contractor.**

The percentage less/excess on ECV quoted for the subject work shall be excluding GST. **GST** will be reimbursed by APSPCL on production of proof of actual remittances made and subject to the satisfaction of Engineer-in-Charge that the said contribution done is only for the workers employed on this work.

APSPCL will not reimburse any excess payment made by the contractor for any of the above due to mis-interpretation of law or any other reason.

Notwithstanding anything contained in Section 10 of the Indian Tariff Act, of 1894, the rates for item involving the use or supply of articles obtained by the contractor from outside India shall remain unaffected by any changes that may be introduced in the Customs duties.

Any variation, upward or downward, in GST and statutory levies or new levy introduced after opening of the bids/placement of order under this tender shall be to the account of Corporation, unless otherwise mentioned by the bidder. Even, if statutory levies or new levy introduced after opening of the bids/placement of order under this tender is to the account of corporation as per terms and conditions of

bidder, it shall be applicable within the stipulated delivery period only. In cases where delivery schedule is not adhered to by the supplier and there are upward variation/ revision after the agreed delivery date, the bidder/ supplier shall bear the impact of such increased levies and if there is downward variation/ revision, the corporation shall be given advantage to that extent.

All royalties for patent or charges for the use or infringement thereof that may be involved in the construction or use of any equipment shall be included in the bid price. The bidder/supplier shall protect the Corporation against any and all claims arising on account of the use thereof the Corporation agreeing to furnish the supplier any appropriate information or assistance.

The APSPCL will not however be responsible for payment any other tax made by the contractor under misapprehension of law.

## **16. Delivery:**

### **16.1 Delivery Schedule:**

The bidders shall deliver the materials within 60 days from the date of receipt of PO. In case of any deviation, bidder shall offer his best, realistic and firm delivery period, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of receipt of P.O./Letter of intent which is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by date of despatch of materials as per transporters' Lorry Receipt/ Goods Receipt/ RR/ PWB/ AWB. In case stage inspection or pre-despatch inspection is involved, the bidder shall take into account 15 days notice to APSPCL to depute Inspection Engineer. In view of this, delivery time shall be inclusive of time taken for inspection. For delivery beyond contractual delivery period, provisions of 'General Conditions of Contract' shall apply.

### **16.2 Early Delivery:** It shall be noted that if an order at the discretion of APSPCL is placed on highest bidder, in preference to lowest acceptable offer, in consideration of bidders assurance for an early delivery, the bidder shall be liable to pay the Corporation, the difference between the ordered rate (s) and the rate (s) quoted by the lowest acceptable bidder in case the bidder fails to complete the supply in terms of such order within the date (s) of delivery specified by the tenderer and accordingly incorporated in the order, notwithstanding the fact that delay in supply may have been caused by force majeure. This is without prejudice to other rights under terms of order to recover all other losses and damages resulting from delayed supplies, including the right of cancellation.

## **17. TERMS OF PAYMENT:** 100% payment towards cost of the materials delivered in good condition will be made within 30 days after receipt of materials and submission of invoices along with receipted delivery challans certified by the consignee and test certificates and presentation of bills in quadruplicate (in the name of paying officer) to the consignee.

Payments shall be made through Account Payee cheques only.

If the supplier has received any excess payments by mistake or if any amounts are due to the Corporation due to any other reasons, when it is not possible to recover such amount under the contract resulting out of purchase order the Corporation reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the Corporation.

When the supplier does not at any time fulfil his obligations in replacing/ rectifying etc. of the damages/ defective materials in part or whole, promptly to the satisfaction of the corporation's officers, the Corporation reserves the right not to accept the bills against subsequent despatches made by the supplier and under these circumstance only the supplier will be responsible for any demurrage, wharfage or damages occurring to the consignments so despatched.

- 18. GUARANTEE:** The material supplied by you against this order shall be guaranteed against any defects for a period of **24 months or as per Manufacturers Guarantee whichever is higher** from date of supply of material at site in good condition. Necessary guarantee certificates shall accompany the supplies. During the above guaranteed period if the materials supplied by you are found defective due to unsound materials or bad workmanship or faulty design, they shall be replaced or rectified by you at free of cost.

**17. Security Deposit & Retention Amount:**

In addition to the EMD, the balance amount of total up to 5% of the value of contract shall be paid by the successful tenderer as security deposit by way of Bank Guarantee/Demand Draft from PSU Banks approved by APSPCL as per proforma appended at the time of entering into the agreement. The above security deposit shall be furnished within fifteen (15) days from date of receipt of award. Further, 5% of the value of work done will be recovered from the running bills for the due fulfillment of the contract.

**The Security deposit (including EMD) & retention amount will be refunded to the contractor after satisfactory completion of the delivery if the Manufacturers Guarantee Certificate is furnished else the EMD/Security deposit/Retention amount will be released after completion of performance guarantee period. The guarantee period commences from the date of completion of the supply in all respects satisfactorily. These amounts will not bear any interest.**

- 17.1** Failure to enter into the required agreement / acceptance of Purchase Order or to make the security deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit.
- 17.2** The bidder shall be taken action to supply the material immediately after award of work, otherwise EMD will be forfeited.

**If the successful tenderer fails to sign the agreement / Purchase Order or otherwise commit default, the APSPCL shall have the right to recover damages according to law apart from forfeiting the earnest money deposit.**

- 18. Liquidated Damages/Failure and Termination:** The period for delivery mentioned in the purchase order shall be deemed to be the essence of the order.
- 18.1** In the event of any delay in the supplies of ordered materials beyond the stipulated date of delivery / delivery schedule including any extension permitted in writing, the Corporation reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.

- 18.2 Alternatively, the Corporation may resort to purchasing the material from elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by the Corporation in procuring the materials by above procedure.
- 18.3 Alternatively Corporation may cancel the Purchase Order/Agreement completely or partly without prejudice to its right under the alternatives mentioned above.
- 18.4 In case of recourse to alternative 17.2 and 17.3 above, the Corporation shall have the right to repurchase the materials which is readily available in the market to meet the urgency of requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the materials are similar or not.

#### **19. THIRD PARTY INSPECTION:**

**The materials are subjected to third party inspection by the agencies authorized by National Accreditation Board for Testing and Calibration Laboratories (NABL) or any other Inspection agency approved by APSPCL before dispatch. The inspection / testing charges will be to supplier's account. The inspection certificates shall be accompanied with supplies.**

- 20. Transit Risk:** Supplier shall make suitable arrangements to cover transit risk at their cost.

#### **21. Removal of Rejected Goods and Replacement:**

- a) If upon delivery, the material is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, those materials shall be unacceptable to the Corporation or its authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notice failing which, the goods shall be dispatched to vendor by road transport on 'freight to pay basis' at supplier risk and cost.
- c) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing shall be intimated within a fortnight of the receipt of the materials. In case of internal defects, damage or shortages or any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing will be intimated within 3 months from the date of receipt of these articles. In either case the damaged or defective materials should be replaced by the supplier free of cost to the company.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as company may deem it proper to afford, the corporation may, without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace the same and recover the expenditure incurred from the deposits such as EMD, SD and performance guarantees or other monies available with the corporation or by resorting to legal action.

**22. Force Majeure:**

- 22.1 The supplier shall not be liable for delay or failing to supply the materials for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes and Lockouts etc. Only those causes, which have duration of more than 7 days, shall be considered for force majeure.
- 22.2 The vendors shall within 10 days from the beginning of such delay notify to the corporation in writing the cause of delay. The Corporation shall verify the facts and grant such extension of time as facts justify.
- 22.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- 22.4 At the option of corporation, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the corporation. In event of such cancellation, supplier shall refund any amount advanced or paid to him by the corporation and deliver back any materials issued to him by the corporation and release facilities, if any provided by the corporation.

**23. Cancellation of Order:**

The Corporation reserves the right to cancel the order in part or in full by giving two weeks notice thereby if:

- The supplier fails to comply with any of the terms and conditions of the order.
- The supplier becomes bankrupt or goes into liquidation.
- The supplier makes general assignment for the benefit of the creditors and
- Any Receiver is appointed for the property owned by the supplier.

**SPECIAL CONDITIONS OF CONTRACT**

- 1.0 Tenders quoted abnormally less, i.e., more than 15%, a B.G obtained in favour Managing Director/APSPCL on any Nationalized or Scheduled banks payable at Tadepalli for the difference between the tendered amount and 85% of the estimate value shall be furnished by the contractor invariably as additional security deposit. The period of validity of B.G shall be for a minimum period of six months. This B.G. shall not bear any interest. On successful completion of the supply, the B.G. will be returned to the contractor. The period of validity shall be extended by the contractor from time to time till the B.G. is returned.

In case of contractors failing to complete the work at agreement rates, the B.G. furnished will be forfeited by the APSPCL

## **SECTION – IV**

### **TECHNICAL SPECIFICATIONS**

#### **01.00 SUPPLY AND TRANSPORTATION OF 75 W LED STREET LIGHTS:**

The firm shall Supply and transportation of 75 W LED Street light Luminaire made of pressure die cast aluminum body with powder coated, having protective toughened glass, Supply Input voltage 120 - 270 V AC, P.F > 0.90, high power LED's having System efficacy > 100 lm/W and junction temperature < 70°C, with Ingress protection IP66, Luminaries performance complies to IS 10322 (Part 5 / Sec-3), Driver surge protection 4KV, In house additional Surge protection 10 KV with optics distribution, THD<10% at 110 Volts AC, driver efficiency >90%, CCT: 3000K - 5700K, minimum CRI>70, etc., complete. The rate including cost and conveyance of all the items etc complete except GST and the Makes & Brands should be as below

- a) Luminaries Make : Wipro(Skyline) / Philips (Greenline Extra) / GE-Venture / Crompton (Nexus / Hawk series) / Bajaj (Edge) / Halonix (Modular/ Lumos Super) / Havells (Endura Series) / Greenlites (HI-Lux) / Capart (Premium) / Polycab / Keselec / HPL(City Vision) / Jaquar (Premium) / Eveready / Surya (Pollux) / Fortune Artt (Leaf)
- b) LED MAKE : PHILIPS LUMILEDS / CREE NICHIA / OSRAM / SAMSUNG / LG.

#### **01.01 Quality:**

**The materials are subjected to third party inspection by the agencies authorized by National Accreditation Board for Testing and Calibration Laboratories (NABL) or any other Inspection agency approved by APSPCL before dispatch. The inspection / testing charges will be to supplier's account. The inspection certificates shall be accompanied with supplies.**

**01.02 MODE OF PAYMENT:** The payment shall be made on the basis of No's.

#### **02.00 MANUFACTURE, SUPPLY AND DELIVERY OF 1 1/2 DIA 3 FEETS LENGTH G.I BRACKETS WITH CLAMPS, BOLT AND NUTS:**

The firm shall Manufacture, Supply and Delivery of 1.5" dia 3 feet length G.I Brackets with clamps, bolt and nuts suitable for fixing of LED Street Lights including cost of material, fabrication charges, transportation and labour charges etc Complete as directed by the Engineer-in- Charge.

**02.01 MODE OF PAYMENT:** The payment shall be made on the basis of No's.

#### **03.00 SUPPLY AND DELIVERY OF 3/20 VIR ALUMINIUM WIRE COILS:**

The firm shall Supply and Delivery of 3/20 VIR Aluminum Wire Coils of 90 RM of approved make including cost and conveyance etc complete.

**03.01 MODE OF PAYMENT:** The payment shall be made on the basis of Coil.

**SCHEDULE - A****BILL OF QUANTITIES**

- a) The quantities given in the bill of quantities are approximate but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the preliminary specifications of the A.P. Standard Specifications and other conditions and specifications of this contract.
- b) For all items of work which are more than 10% in excess of the quantities shown in the bill of quantities the rate payable for excess quantities beyond 10% shall be either tender rate or the SS rate for the item plus or minus the overall tender percentage whichever is less. The SS rate means the rate within the estimate has been prepared for comparison with tenders.
- c) The rates quoted by the contractor are firm till completion of the supply in all respects. No price variation of rates is allowed in case of delay in supply. However, corresponding extension of time will only be granted to the contractors.

<b><u>SCHEDULE – A</u></b>						
<b>Name of Work: APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.</b>						
<b>S. No.</b>	<b>Quantity</b>		<b>Description of item</b>	<b>Rate</b>	<b>Per</b>	<b>Amount</b>
1	2160.00	No.	Supply and transportation of 75 W LED Street light Luminaire made of pressure diecast alluminium body with powder coated, having protective toughened glass, Supply Input voltage 120 - 270 V AC, P.F > 0.90, high power LED's having System efficacy > 100 lm/W and junction temperature < 70°C, with Ingrees protection IP66, Luminaire performance shall comply with IS 10322 (Part 5 / Sec-3), Driver surge protection 4KV, In house additional Surge protection 10 KV with optics distribution, THD<10% at 110 Volts AC, driver efficiency >90%, CCT: 3000K - 5700K, minimum CRI>70, etc., complete. The rate including cost and conveyance of all the items etc complete except GST and the Makes & Brands should be as below  a) Luminaire Make : Wipro(Skyline) / Philips (Greenline Extra) / GE-Venture ' /Crompton(Nexus/Hawk series) / Bajaj (Edge)/Halonix(Modular/ Lumos-Super) / Havells (Endura Series)/Greenlites (HI-Lux) /Capart(Premium)/Polycab/ Keselec/HPL(CityVision)/Jaquar(Premium ) /Eveready /Surya (Pollux) / Fortune Artt (Leaf)  b) LED MAKE : PHILIPS LUMILEDS / CREE NICHIA / OSRAM / SAMSUNG / LG.	Rs. 2550.00	1 No.	Rs. 55,08,000.00
2	2160.00	No's	Manufacture, Supply and Delivery of 1.5" dia 3 feet length G.I Brackets with clamps, bolt and nuts suitable for fixing of LED Street Lights including cost of material, fabrication charges, transportation and labour charges etc Complete as directed by the Engineer-in-Charge.	Rs. 425.00	1 No	Rs. 9,18,000.00
3	65.00	Coil	Supply and Delivery of 3/20 VIR Aluminum Wire Coils of 90 RM of approved make including cost and conveyance etc complete.	Rs. 400.00	1 Coil	Rs. 26,000.00
			<b>TOTAL</b>			<b>Rs. 64,52,000.00</b>

Note: The rate shall be exclusive of GST which will be reimbursed as per applicable rates.



**SCHEDULE – B****ISSUE RATE OF MATERIAL:**

**Name of the Work:** APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.

SI.No.	Description of Item	Rate	Source of Supply
1	NIL	NIL	NIL

**SCHEDULE – C****LEAD STATEMENT**

**Name of the Work:** APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.

SI.No.	Description of item	Source
1	Nil	Nil

**SCHEDULE – D****LIST OF TENDER PURPOSE DRAWINGS ENCLOSED TO THIS SPECIFICATION**

**Name of the Work:** APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.

SI.No	TITLE
1	Nil

**PARTICULARS OF TENDERER**

**Name of the Work:** APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.

Name of the Tenderer/ Contractor:

Name of the contact person responsible for the work:

Designation/ Status of the contact person:

Contact Details of the person responsible for the work:

Mobile Phone No.

Office Phone No.

Residence Phone No.

Any Other Phone No.

Present Address:

Permanent Address:

**BANK GUARANTEE PROFORMA**

**To,  
The Managing Director,  
APSPCL, Tadepalli.**

**Dear Sir,**

**Guarantee No** :  
**Amount of Bank Guarantee** :  
**Guarantee Cover From** :  
**Last Date for Lodgment of Claim** :

WHEREAS \_\_\_\_\_ (hereinafter  
called "the Contractor") has undertaken, in pursuance of  
\_\_\_\_\_ for the work of  
\_\_\_\_\_.

AND WHEREAS it has been stipulated by you in the said tender that Rs. \_\_\_\_\_ of  
EMD amount shall be paid by the contractor for participating in the tender.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on  
behalf of the Contractor, up to a total of Rs. \_\_\_\_\_, such sum  
being payable in the types and proportions of currencies in which the Contract Price is  
payable, and we undertake to pay you, upon your first written demand and without cavil  
or argument, any sum or sums within the limits of Rs. \_\_\_\_\_  
(amount of Guarantee) as aforesaid without your needing to prove or to show grounds  
or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor  
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the  
tender or of the Works to be performed there under or of any of the Contract documents  
which may be made between you and the contractor shall in any way release us from  
any liability under this guarantee and we hereby waive notice of any such change,  
addition or modification.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ any  
demand in respect of this guarantee should reach the Bank not later than the above  
date.

Not with standing anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_.
2. This Bank Guarantee shall be valid up to \_\_\_\_\_.
3. We are liable to pay the Guarantee amount or any part thereof under this bank guarantee only and only if the beneficiary / Govt. serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).

It is in the best interest of the beneficiaries to check up the genuineness of the Guarantee with the branch you may contact us and you may confirm the guarantees through fax.

DATE:

SIGNATURE OF THE BANK

SEAL

Witness 1 :  
(Name & Address)

Witness 2 :  
(Name & Address)

### **Guide-lines for Submission of Bank Guarantee**

The Bank Guarantee shall fulfil the following conditions failing which it shall not be considered valid:

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old will be treated as invalid.
3. The Bank Guarantee should be executed by a Nationalized bank.
4. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney registered by competent authority of sub-registrar / registrar as the case applicable.
5. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
6. Each page of Bank Guarantee shall bear signature and seal of the Bank.
7. Two persons should sign as witnesses mentioning their full name and address.
8. BGs shall be unconditional and absolute.
9. BGs shall be without delay or demur if claim arises.
10. BGs shall guarantee all the losses, claims, damages and costs suffered by APSPCL.

### **BANK ACCOUNT MANDATE FORM**

#### **ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS**

**A. DETAILS OF ACCOUNT HOLDER:**

<b>NAME OF ACCOUNT HOLDER</b>	
<b>COMPLETE CONTACT ADDRESS</b>	
<b>TELEPHONE NUMBER/FAX/E.MAIL</b>	

**B. BANK ACCOUNT DETAILS :**

<b>NAME OF THE BANK</b>	
<b>BRACH NAME &amp; ADDRESS</b>	
<b>WHETHER THE BRANCH IS COMPUTERISED?</b>	
<b>WHETHER THE BRANCH IS RTGS ENABLED ? IF YES, THEN WHAT IS THE BRANCH'S <u>IFSC CODE</u></b>	
<b>IS THE BRANCH IS ALSO NEFT ENABLED ?</b>	
<b>TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)</b>	
<b>COMPLETE BANK ACCOUNT NUMBER</b>	

**DATE OF EFFECT:** \_\_\_\_\_

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the APSPCL responsible.

**Signature of Contractor**

Date:

Certified that the particulars furnished above are correct as per our records.

**Signature of Banker**

(Bank's Stamp)

Date:

## **INTEGRITY PACT**

Between

**Andhra Pradesh Solar Power Corporation Private Limited** hereinafter referred to as "**APSPCL**",

And

..... herein after referred to as "**The Bidder / Contractor**"

The APSPCL intends to call tenders and award the work under laid down organizational procedures, contract/s for the work of "**APSPCL – CSR – Supply of 75 WATT LED Street Lights to Ongole Municipal Corporation.**"

The APSPCL and the Bidders shall value the full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in bidding and as well as execution of contracts and both the parties shall adhere to the following.

### **1. Commitments of the APSPCL**

- a. No employee of the APSPCL, personally or through family members, will in connection with the tender or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The APSPCL will, during the tender process treat all Bidder(s) with equity and reason. The APSPCL will in particular, before *and* during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

### **2. Commitments of the Bidder(s)/ contractor(s)**

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the APSPCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the APSPCL as part of the business relationship, regarding plans, technical proposals and

business details, including information contained or transmitted electronically.

3. If the Bidder(s)/Contractor(s), before award or during execution commits a transgression through a violation of clause 2, above or in any other form such as to put his reliability or credibility in question, the APSPCL is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and exclusion in future tenders.
4. If the APSPCL disqualifies the Bidder(s) from the tender process prior to the award as per clause 3 above, the APSPCL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
5. If the APSPCL terminates the contract or if the APSPCL is entitled to terminate the contract according clause 3 above, the APSPCL shall be entitled to demand and recover from the contractor liquidated damages of the Contract value or the amount equivalent to Performance Guarantee.
6. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
7. The Integrity Pact begins from the date of tender notification and expires after the contractor receives the last payment under the contract.

\_\_\_\_\_  
(For & On behalf of the APSPCL)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

Witness 2 :  
(Name & Address)